

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

St. Louis, Missouri 63103

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CHIEF COMMERCE COUNSEL

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

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GENERAL ATTORNEYS

ARTHUR R. ZAEGEL 622-2015
MICHAEL THOMPSON 622-2011
ASSISTANT GENERAL ATTORNEYS
NINA K. WUESTLING 622-2017
ATTORNEYS

MAR 12 1982 - 2 20 PM

March 10, 1982

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement between Chicago & Eastern Illinois Railroad Company and ACF Industries, Incorporated, Assumed by Missouri Pacific Railroad Company on October 15, 1976, and Assignment to First National Bank in St. Louis, both dated as of September 1, 1973, Filed and Recorded with the Interstate Commerce Commission on September 10, 1973, and Assigned Recordation No. 7151--Covering 350 100-Ton 4600 Cu. Ft. Covered Hopper Cars (Nos. C&EI 717300-717649, both inclusive), AAR Class or Mechanical Designation LO.

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

2-071A103

MAR 12 1982
Date.....
Fee \$ 10.00

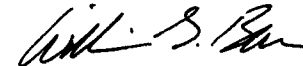
Dear Mrs. Mergenovich:

ICC Washington, D. C.

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act and 49 C.F.R. §116.1 et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of March 1, 1982, executed by Centerre Bank (formerly First National Bank in St. Louis), Assignee under the above Conditional Sale Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Conditional Sale Agreement all railroad equipment which may be subject thereto.

Missouri Pacific Railroad Company's voucher to cover the \$10 recording and filing fee is enclosed herewith. Upon filing and recording of the enclosed Release and Satisfaction, would you please return to the undersigned two counterparts showing thereon the Commission's recordation stamp.

Very truly yours,



William G. Barr

WGB:aes

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

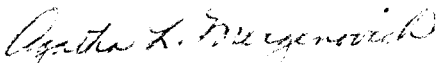
William G. Barr
Law Department
Missouri Pacific RR Co.
210 N. 13th Street
St. Louis, Missouri 63103

March 12, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/12/82** at **2:20PM**, and assigned re-recording number(s) **7151-B**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

MAR 12 1982 -2 20 PM
INTERSTATE COMMERCE COMMISSIONFULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of September 1, 1973, between ACF INDUSTRIES, INCORPORATED [hereinafter sometimes called the Manufacturer] and CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY (now Missouri Pacific Railroad Company) [hereinafter sometimes called the Railroad], under the terms of which the Manufacturer sold and delivered to the Railroad, and the Railroad bought from the Manufacturer, as set forth in said Conditional Sale Agreement [hereinafter called the Agreement] three hundred and fifty (350) 100-Ton 4600 Cu. Ft. Covered Hopper Cars [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of September 1, 1973 [hereinafter called the Assignment], the Manufacturer assigned and transferred to CENTERRE BANK (formerly First National Bank in St. Louis) [the Assignee] certain rights, powers and privileges of the Manufacturer, including the retained title of the Manufacturer to the Equipment described in the Agreement; and

WHEREAS, the Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on September 10, 1973, and assigned Recordation No. 7151, pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS, Chicago & Eastern Illinois Railroad Company merged into Missouri Pacific Railroad Company on October 15, 1976, and said Missouri Pacific Railroad Company, a Missouri corporation, thereafter on November 1, 1978, merged into Missouri Pacific Railroad Company, a Delaware corporation, and pursuant to the terms of said mergers, Missouri Pacific Railroad Company a Delaware corporation, has now assumed all rights and liabilities of Chicago & Eastern Illinois Railroad Company under said Conditional Sale Agreement; and

WHEREAS, all sums of money due and payable under the terms of said Agreement have been paid in full and satisfied, and all obligations imposed upon the Railroad in said Agreement have been duly complied with and performed;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, CENTERRE BANK hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Railroad of all the covenants and agreements imposed upon it thereunder; hereby consents that the Agreement be released and discharged of record, and constitutes and appoints each of the officers having charge and custody of any records where the Agreement may be filed or recorded, as its agent and attorney with full power and authority to satisfy and discharge of record in the Agreement, and to endorse upon the margin of the record the satisfaction, release and discharge of the lien of the Agreement; and hereby FOREVER RELEASES AND DISCHARGES Missouri Pacific Railroad Company, its successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quitclaims, assigns, transfers and sets over unto Missouri Pacific Railroad Company, without any representation as to the present existence or condition of the Equipment or whether it is in the possession of the Railroad, without warranty or representation of any kind, express or implied, and without recourse to the Bank in any event, all of its right, title and interest in the Equipment now or at any time owned or acquired by it pursuant to the Agreement, hereby confirming that said railroad Equipment is free from any right, title, security interest, lien or encumbrance in favor of CENTERRE BANK, by virtue of said Agreement.

IN WITNESS WHEREOF, CENTERRE BANK, pursuant to due corporate authority, has caused these presents to be executed in its behalf by a duly authorized

officer and its corporate seal to be hereto affixed and duly attested as of the 1st day of March, 1982.

ATTEST:

CENTERRE BANK

Leslie QVP
Trust Officer

By Howard Manning J.
Vice President

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this day of , 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of CENTERRE BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marie T. Tabor
Notary Public

My Commission expires:

MARIE T. TABOR
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES MAR. 14, 1986